

RESOLUTION NO. 2021-37

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A CONTRACT WITH WILL ELECTRONICS FOR CITY FACILITIES SECURITY IMPROVEMENTS.

WHEREAS, the City of Ladue budgeted \$155,000.00 in the 2021 Capital Fund Budget for City Facilities Security Improvements ("Project"); and

WHEREAS, improvements include additional security cameras, the addition and upgrade of access control at select doors at City facilities, integration of all security cameras and access control points to a central system and integration of select cameras and access control points at the Ladue Police Department with West Central Dispatch Center (WCDC); and

WHEREAS, on March 15, 2021, the City contracted with Navigate Building Solutions LLC for project management services related to the City Facilities Security Improvements Project; and

WHEREAS, the Ladue Fire Chief and Police Chief worked with Navigate Building Solutions LLC to develop the scope of work; and

WHEREAS, Will Electronics, a local security vendor who also serves WCDC, submitted a proposal in partnership with SHI International Corporation using cooperative purchasing agreement pricing that met the City's needs; and

WHEREAS, Navigate Building Solutions LLC recommends that the City enter into a contract with Will Electronics for the project; and

WHEREAS, the City Council now desires and finds it in the best interest of the City to enter into a contract with Will Electronics for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute on behalf of the City a contract with **Will Electronics** in substantially the form of Exhibit A incorporated herein by reference (the "Contract"), including all documents specified in the Contract as being part of the Contract.

Section 2. The requirements of Section 292.675 RSMo., and the OSHA requirements, penalties, and obligations in the Contract, are hereby incorporated herein by reference and made a part of this Resolution for all purposes.

Section 3. The requirements of Section 290.210 RSMo., and the prevailing wage requirements and obligations in the Contract, are hereby incorporated herein by reference and made a part of this Resolution for all purposes. Additionally, a copy of Annual Wage Order for St. Louis County No. 28, being the applicable prevailing wage order for the Project, is part of the Contract and incorporated herein by reference.

Section 4. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

Adopted by the City Council and approved by the Mayor on this ____ day of _____ 2021.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

Exhibit A

The Contract

CONTRACT AGREEMENT

This agreement, hereinafter called Contract, made this ____ day of _____ in the year _____ by and between Will Electronics, Inc. hereinafter called the Contractor, and the City of Ladue, Missouri, hereinafter called the City.

Now, therefore, the Contractor and the City, for consideration of the amount of _____, agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the tools, equipment, labor, materials, technical services, and everything else necessary to perform, and shall perform all work in accordance with the Scope of Work and specifications and terms therein and within this Contract, hereinafter called Work. The Work includes all work and materials necessary for Security Upgrades project as described in:

- the Scope of Work dated Jun 21, 2021 (attached hereto and incorporated herein as **Exhibit A**)
- Will Electronics, Inc.'s cost proposal (attached hereto and incorporated herein as **Exhibit B**)
- the City of Ladue Insurance Requirements for Contractors and Vendors (attached hereto and incorporated herein as **Exhibit C**)
- Drawings labeled 'City of Ladue Security Upgrades 2021 rev 6/21/21' (attached hereto and incorporated herein as **Exhibit D**)
- Missouri Annual Wage Order No 28 (attached hereto and incorporated herein as **Exhibit E**)
- Affidavit of Participation in Federal Work Authorization Program (attached hereto and incorporated herein as **Exhibit F**)

ARTICLE 2. TIME OF COMPLETION:

The Notice to Proceed is anticipated to be issued on July 23, 2021. The Contractor shall commence work within five (5) days after the date of written Notice to Proceed from the City and shall fully complete all Work under this Contract within sixty-nine (69) calendar days from the Notice to Proceed. The rate of progress and the time of completion being essential conditions of this Contract.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the Contractor monthly for work in place. 5% retainage will be held from each payment through completion of the project. See Scope of Work.

ARTICLE 4. FINAL PAYMENT AND ACCEPTANCE:

When all Work provided for under this Contract has been completed in conformance with the specifications and requirements of this Contract, and accepted without regard to the provisions of guarantee as provided under the terms of this Contract, a payment application shall be prepared by the Contractor for approval by the City and shall then be filed with the City and with the Contractor within fifteen (15) days after the date of acceptance of the Work as a statement of the amount due the Contractor. This estimate shall include any charges for extra work ordered and

properly chargeable under this Contract and deducting any sum properly deductible under this Contract.

ARTICLE 5. THE CONTRACT DOCUMENTS:

The Scope of Work, City of Ladue Insurance Requirements, Drawings labeled 'City of Ladue Security Upgrades 2021 rev 6/21/21', Wage Rates (Annual Wage Order for St. Louis County No. 28) and Contractor's Bid Proposal including any exhibits to the same, are incorporated herein by reference and which together with this Contract form the entire Contract and represents the entire and integrated agreement between the parties hereto. In the event of any conflict between the Contractor's Bid Proposal and the other Contract Documents, the other Contract Document's terms shall prevail.

As specified in the Scope of Work, Contractor shall submit to the City a performance and maintenance bond and a § 107.170 RSMo. payment bond prior to commencing Work.

ARTICLE 6. RATES OF PAY:

The Contractor hereby agrees that the prevailing rates of pay (as established by the applicable annual wage order issued by the Missouri Department of Labor, Annual Wage Order for St. Louis County No. 28, incorporated herein by reference and attached hereto and incorporated herein as **Exhibit E**, shall be paid to skilled and unskilled labor employed under the terms of this Contract. The Contractor shall forfeit to the City one hundred (100) dollars of each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work under said Contract, by him or by any subcontractor under him in accordance with Section 290.250 RSMo.

ARTICLE 7. SUPERVISION:

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention in accordance with the highest standard of the industry. Contractor shall be and operate as an independent Contractor in the performance of this Contract and all persons employed by Contractor shall be employees of said Contractor and not the City's employees in any respect. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for performing and coordinating all portions of the Work under the Contract, unless the Contract gives other specific instructions concerning those matters.

ARTICLE 8. SAFETY:

The City and the City of Ladue's Representative may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the Contractor and responded to in writing. No opinion or instructions will be given to the Contractor on safety.

The Contractor shall be solely responsible for the safety on and around the project site, including but not limited to, excavation, shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences, and procedures. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury, or loss.

ARTICLE 9. INSURANCE:

The Contractor must provide properly executed certificates of insurance prior to the signing of the Contract with the City in accordance with the City of Ladue insurance requirements in Exhibit C.

ARTICLE 10. INDEMNITY:

To the fullest extent permitted by law, the Contractor agrees that he shall and will indemnify, hold harmless, and defend the City (with counsel acceptable to the City), its agents, servants, boards, and employees from and against any and all losses, damages (by judgment or settlement or otherwise), charges and expenses (including reasonable professional and attorney's fees), which they or any one or more of them may incur or sustain by reason of any claims or causes of action for property damage or personal injury or injuries, including death, to any person or persons whomsoever (including the officer, agents, servants or employees of the Contractor or subcontractors, if any,), and including but not limited to any such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractors, if any, their respective agents, servants, or employees under or pursuant to this Contract.

In claims against any person or entity indemnified under the above paragraph by an employee of the Contractor or anyone directly or indirectly employed by him or anyone whose acts he may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Nothing herein shall require the City to indemnify or defend Contractor.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program required under Subsection 292.675 RSMo. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program. Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

Contractor shall comply with all applicable federal, state and local law requirements for performance under this Contract; including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action, American with Disability Act and regulations, Section 34.353 RSMo. and all health and environmental requirements imposed by law, insofar as applicable to the performance of the Contract. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights

established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

As a condition for the award of this Contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit F**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

Pursuant to Section 208.009 RSMo., the Contractor shall provide at the earlier of submission of any bid or execution of any contract, affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States. Attaching a copy of Applicant's driver's license to **Exhibit F** shall satisfy this requirement.

ARTICLE 12. MISCELLANEOUS

1. **Construction Limits.** The construction limits consist of public areas and acquired easement areas. The Contractor shall limit his operations accordingly and shall not enter upon any private property nor place any materials thereon or otherwise damage private property. No activity outside the public areas or easement areas shall be performed without the express written permission of the property owner and the City.

2. **Warranty.** The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not so conforming to these standards shall be considered defective. Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment and shall warrant the Work after substantial completion of the Work.

3. **One Year Correction Period.** In addition to Contractor's general warranty obligation hereunder and as required by applicable law, the Contractor also hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final payment by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the Contract. Contractor's general warranty obligations required herein and the one-year correction period as required herein, as well as any other obligation to provide surety or a bond, are each an independent and separate obligation of Contractor. The release or expiration of any guaranty, or any other surety or bond provided for in this Contract shall not release, or be claimed to release, the obligation to complete the Work according to all warranties, specifications, and requirements expressed or implied by this Contract or required by applicable law.

4. **Stop Work.** If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract, the City may order the Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated.

5. **Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

6. **Termination by City for Cause.** In addition to all other remedies available to the City, the City may terminate the Contract if the Contractor:

1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
3. Otherwise is guilty of substantial breach of the Contract.

When the City terminates the Contract for cause, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for professional services (including architects and engineers) and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

7. **Superintendent.** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance on the Project site at all times during the progress of all Work for the duration of the total Project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the Work and to ensure that all Work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall not be changed except with the written consent or at the request of the City. The superintendent shall represent Contractor and all communications given to the superintendent shall be as binding as if given to Contractor. The superintendent shall be the contact person whom the City will contact in the event of after-hours and weekend emergencies and the Contractor shall provide the City with the superintendent's contact information for such purpose.

8. **Site Restoration.** The Contractor at all times shall keep the Work site free from accumulation of waste materials or rubbish caused by his operations. Upon completion of the Work, the Contractor shall restore the worksite to its reasonable condition prior to commencing the Work. The Contractor shall be responsible for keeping clean, i.e. free from mud, dirt, rock, and debris at all times all City streets used by the Contractor in connection with the Work and the Project. Should any accumulation be deemed excessive, the City may direct the Contractor to thoroughly wash or remove the debris from the street at no cost to the City. The Contractor shall make satisfactory arrangements to store material and equipment after delivery and during construction off of the City right-of-way. The City will assume no responsibility for these arrangements.

9. **Changes; Change Orders.** No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with this Contract. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract and City's

purchasing guidelines. A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum may be changed only by Change Order. The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with this Contract. If the Contract is silent on the cost for such additional work, prior to the commencement of such changed or revised work, Contractor shall submit promptly to the City, a written cost or credit proposal for such revised Work for consideration and acceptance by the City. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work.

10. Coordination with Utilities. The Contractor shall be solely responsible for contacting and coordinating with all affected utilities, if any, prior to commencing any Work.

11. Correction of Work. The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract specifications and requirements, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. Contractor shall bear all cost of correcting such rejected Work.

12. Other Representations and Other Covenants. The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract. The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Contract and owns sufficient equipment and engages sufficient personnel to perform Contractor's obligations under this Contract. The Contractor further represents and warrants that Contractor is an equal opportunity employer. The Contractor agrees that Contractor shall not use in any form or medium the name of the City for any advertising unless Contractor receives the prior written consent of the City.

13. Accounting. During the period of this Contract, Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Contractor.

14. Project Records and Work Product. Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. At the conclusion of the job, Contractor shall submit to the City at least one (1) set of mark ups for as-builts.

15. Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represent the entire agreement between the parties.

16. Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

17. Governing Law. This Contract shall be governed by the laws of the State of Missouri and venue shall be in St. Louis County, Missouri. As a prerequisite to the Contractor filing any claim against the City in any court of law or equity pursuant to this Contract, the Contractor agrees that is shall be bound to first file such claim with the City's Board of Administrative Review, pursuant to and in accordance with Article XV of Chapter 2 of the City Code.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

CONTRACTOR _____
Company Name

BY _____
President

Secretary

CITY OF LADUE, MISSOURI

BY _____
Mayor

ATTEST _____
City Clerk

Exhibit A
Scope of Work

EXHIBIT A

**City of Ladue, Missouri
Security Upgrades 2021
Security Contractor - Scope of Work
Revised 7/14/21**

The Construction Manager referred to below is Navigate Building Solutions. The Owner referred to below is the City of Ladue, Missouri. The Contractor referred to below is the Security Contractor. This bid packages includes, but is not limited to, the following:

1. All work required by the following contract documents:
 - a. **Exhibit A: This Scope of Work;**
 - b. **Exhibit C: City Of Ladue Insurance Requirements for Contractors and Vendors;**
 - c. **Exhibit D: drawings labeled 'Security Upgrades 2021.'**
2. Project to be design-build by Security Contractor.
3. **Provide alternate cost to eliminate PC's, and load software on City-owned computers instead.**
4. **Contractor to provide Payment and Performance Bond for 100% of the value of the work.**
5. **No LPR cameras are included in this Scope of Work.**
6. Provide all access control and security camera devices and materials complete, including any necessary cabling, mounts, hardware, storage, software and head end equipment.
7. All cameras and access control shall be networked between the City buildings. Software shall be loaded on six City computers, but shall also be available by browser.
8. Provide all required licenses for software and for devices.
9. System to have 6 licensed users.
10. Provide all I.T. requirements to the Owner upon receipt of award, so that that Owner can coordinate those needs with their I.T. vendor.
11. All work must be CJIS-compliant. Contractor to assist in verifying compliance.
12. All access control shall have dual credential capability via a key pad and a card/fob reader. Currently only one door will be programmed to have dual authentication, however all other doors must be capable of access via either key code entry or by swiping a card/fob. **Hardware to have key override, keyed to match the City's existing keyways.**
13. **Existing key pads / card readers shall be removed, where being replaced by new access control.**
14. Provide 75 key cards. No custom design printing or badge printer is required.
15. Include 8 hours of training for the access control system and video surveillance system. Training may not occur at one time, but be phased as necessary.
16. WDCD will monitor the cameras in and around the secure holding area. Provide turnkey, seamless integration of Ladue's cameras and access control in the PD with WDCD's dispatch desk. System must utilize a Genetec server and be compatible with WDCD's current system.
17. Provide capability for WDCD to remotely open the Sally Port doors of the Police Department.
18. Repurpose cameras where feasible, without compromising the integrity or capability of the entire video surveillance system.
19. Any existing equipment that is removed and will not be re-used shall be turned over to the Owner with a written inventory for possible resale.
20. For exterior cameras at Firehouse No. 1 and Firehouse No. 2, maintain 2-minute recording when the overhead doors begin to open. Recording to also include 20 seconds of footage prior to the door opening. Maintain recording for 30 days. Under normal circumstances cameras shall capture 1 frame per second, but when the doors open the cameras shall capture 7 frames per second.

City of Ladue, Missouri
Security Upgrades 2021
Security Contractor - Scope of Work
Revised 7/14/21

21. Current internet speeds at Firehouse No. 1 and Firehouse No. 2 are 200 MP download. If this is not sufficient for communication between buildings, provide solution to reduce the transfer load.
22. Minimize cutting of existing building materials as much as possible.
23. Upon award of this contract, this contractor must submit to the CM a detailed critical path construction schedule outlining each construction activity and phase. This schedule must fall within the master project schedule outlined below and be submitted no later than 2 weeks following award. Contractor is required to provide updated work schedules on a weekly basis. Contractor's detailed activity schedule/critical path schedule shall adhere to the master project schedule. Should the Contractor fall behind schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.

Project Master Schedule:

Receipt of Proposal	June 30, 2021
Pre-Award Interviews	July 1 – July 7, 2021
Council Approval of Contractor	July 19, 2021
Notice to Proceed	July 23, 2021
Complete Installation	August 27, 2021
Complete Set Up, Programming; System Function for Use	September 15, 2021
Training, Testing, Punch List	September 30, 2021

24. All onsite workers shall sign in and sign out daily.
25. Provide all supervision, labor, tools, equipment and materials to complete the work.
26. Perform all freight, unloading, loading, distribution and hoisting of materials.
27. Perform all work in accordance with OSHA standards, the Additional Project Safety Requirements issued in the specifications (including OSHA 10 hour requirement), and the safety requirements set forth in the Owner/ Contractor form of agreement.
28. Contractor is responsible for securing and paying for any necessary permits associated with this Work.
29. This contractor shall provide all layout required to complete the work included in this Contractor's scope of work.
30. Provide barricades, signage, flagging and flagman for traffic control and public safety during the execution of the work.
31. Protect adjacent properties and utilities as required during the execution of this work.
32. This contractor is responsible for removal and haul off of any trash and debris generated by this Scope of Work.
33. Clean up daily where work has created dust or dirt.
34. Contractor is responsible for providing their own drinking water.
35. Protect all existing work.
36. Contractor to furnish first aid and safety supplies as needed.
37. Provide firestopping where any new work penetrates existing fire-rated walls or floors.
38. Contractor may use the lobby restroom in the PD and the visitor restroom in each Firehouse. If such use is abused, Contractor will need to provide portable toilets in lieu of using the City's restrooms.
39. There is one office in the Police Department that can be used for storage. Alternatively, the Contractor could use Firehouse 1 for ALL supplies, if needed.

City of Ladue, Missouri
Security Upgrades 2021
Security Contractor - Scope of Work
Revised 7/14/21

40. Contractor to coordinate all deliveries of materials.
41. Include ALL caulking and sealants for all systems and materials furnished and installed.
42. No tobacco use is allowed on the project.
43. Pay applications shall be submitted monthly. 5% retainage will be held from each payment through completion of the project. Documents to be included with the application for payment include, but not limited to, the following:
 - a. Certified payroll and affidavit of compliance
 - b. Photographic proof of stored materials and certificate of insurance for storage facility
 - c. Required lien waivers
44. Once work begins onsite, this contractor will be responsible for submitting daily email updates on project progress.
45. This contractor shall arrange, schedule, organize and video tape the Owner training.

Exhibit B

Contractor Proposal



EXHIBIT B

9789 Reavis Park Drive
St. Louis, MO 63123
(314) 351-1896
FAX (314) 351-1885
Toll-free (800) 973-2288

QUOTE # 0118798-5

July 14, 2021

Laura Rider
City Of Ladue
9345 Clayton Road
Ladue, Mo 63124

RE: 9345 CLAYTON ROAD

Dear Ms. Rider:

We are pleased to submit this proposal for your consideration.

OBJECTIVE: CITY OF LADUE - COMPREHENSIVE SECURITY UPGRADE

SOLUTION: We propose to install the following equipment, procured through Missouri State Contract #CT160910001, held by SHI, International on behalf of the City of Ladue.

The design objective is to provide a unified physical security management system which will be utilized across multiple departments and facilities. This project is a design build and based on customer provided information, site review and a scope of work provided by the city appointed CM.

This proposal is based on the installation and configuration of the Genetec Directory/Archiver system. Per the drawings provided by the CM, new and replacement cameras will be installed and configured into the new Genetec VMS. Additionally, a client viewing station, provided by the customer, will be configured as a dedicated management terminal into the Genetec system. Software will be loaded onto customer provided computers and configured to access the Genetec system.

Five (5) city locations have been identified by the customer's CM for key doors to be secured through the new system. These locations and requirements have been identified through drawings provided by the CM and additional customer requirements.

Each location will have a card reader with keypad for PIN and card accessibility. Current door sets with keypads will be removed and standard storeroom handsets and trim will be installed. Twenty-seven (27) perimeter and interior doors have been identified as requiring access control. Each door will have a card reader/keypad installed and connected to the city-wide access control system. The system will be configured to allow remote credentialing, remote monitoring, integration with video, and enterprise auditing through a common interface.

In addition, City designated cameras and facility access will be federated into the WCDC Genetec system for monitoring and mutual control.

Designated personnel will be trained on the system. This training will be scheduled over a period of time. This project will be in compliance with all local, state, and federal regulations.

If project progress is either impeded or impacted by factor(s) not revealed through provided documentation or during the physical walkthrough process, additional costs may be incurred. Any additional costs will be after the issuance and acceptance of a signed change order.

1	SV-2011E-R4-48T-12-236	GENETEC SV 48T 1U WINSRV2019	8,370.87	8,370.87
1	GSC-OM-S	GENETEC OMNICAST VID MODULE	480.90	480.90
22	GSC-OM-S-1C	GEN OMNICAST BASE CAMERA LICENSE	122.26	2,689.72
1	ADV-STANDARD-1Y	GENETEC 1-YR ADV (OMN/SYN)	500.64	500.64
1	GSC-1U	GENETEC SECURITY CLIENT CONNECTION(S)	244.52	244.52
6	GSC-1MOBILEU	GENETEC WEB APP LICENSE	203.77	1,222.62
1	GSC-1SCFED-20	GENETEC FED SECURITY CENTER 4.0	489.06	489.06
4	P3717-PLE	AXIS 8MP MULTI-IMAGE CAMERA W/ IR	1,234.90	4,939.60
4	T94N01D	AXIS P3717 PENDANT KIT(S)	81.47	325.88
4	T91D61	AXIS WALL MOUNT(S)	76.89	307.56
3	T91A64	AXIS P33 CORNER BRACKET(S)	72.13	216.39
1	P3245-LVE	AXIS EXTERIOR 2MP DOME CAMERA W /IR	639.88	639.88
1	P3375-V	AXIS 2MP 3-10MM VANDAL DOME CAMERA	639.88	639.88
1	M3205-LVE	AXIS 2MP FIXED DOME CAMERA W/IO	551.76	551.76
4	M3066-V	AXIS 4MP MINI DOME CAMERA	337.79	1,351.16
1	M3057-PLVE	AXIS 6MP EXTERIOR PANORAMIC CAMERA	594.11	594.11
3	Q9216-SLV	AXIS SS CORNER CAMERA W/AUDIO	1,051.81	3,155.43
2	P3375-V	AXIS 2MP 3-10MM VANDAL DOME CAMERA(S)	639.88	1,279.76
1	CC9381-HV	VIVOTEK 5MP 180-DEG WALL CAMERA	513.58	513.58
1	P1435-LE 22MM	AXIS 2MP BULLET 10-22MM LENS	594.11	594.11
1,000	INSC08	PLENUM CAT5e CABLE	0.29	290.00
500	INSC15	PLENUM SHIELDED 18/4 CABLE	0.28	140.00
1	GSC-SY-S	GENETEC SYNERGIS STD PKG SFTWE	834.40	834.40
1	ADV-STANDARDU1Y	GENETEC 1-YR ADV (UNIFIED)	166.88	166.88
1	SY-CLOUDLINK	GEN SYN CLOUD LINK CONTROLLER	937.37	937.37
5	SY-LP1502	GEN COMB ETH 2-RDR CONTROLLER	1,222.64	6,113.20
11	SY-MR52-S3	GENETEC 2-RDR BOARD	576.28	6,339.08
1	TROVE2M2	ALTRONIX MERCURY BOARD ENCLOSURE	261.63	261.63
4	TROVE1M1	ALTRONIX MERCURY ENCLOSURE FOR	232.40	929.60
1	AL600ULXB	ALTRONIX POWER SUPPLY BOARD	155.84	155.84
4	AL400ULXB	ALTRONIX POWER SUPPLY BOARD	133.73	534.92
5	ACM8	ALTRONIX POWER DIST. BOARD	53.01	265.05
5	AL600ULACM	ALTRONIX 6AMP POWER SUPPLY	262.68	1,313.40
27	DS160	BOSCH PIR-RTE LIGHT GRAY	65.18	1,759.86
27	180-12-W	GRI 3/4 RECESSED CONTACT - WHT	3.65	98.55
29	40KNKS-00-000000	HID SIGNO KEYPAD WALL READER	280.89	8,145.81
2,500	INSC11	PLENUM COMPOSITE ACCESS CABLE	0.81	2,025.00
250	INSC06	CAT5e CABLE	0.13	32.50
1	/SUBL	SUBCONTRACTOR SERVICES	18,750.00	18,750.00
1	/FRT	PERFORMANCE BOND	3,473.68	3,473.68
1	INSTALL, PROGRAM & PROJECT MGMT		35,276.00	35,276.00
1	TRAVEL EXPENSE		0.00	0.00
1	MISC. INSTALLATION MATERIALS & SUPPLIES		2,500.00	2,500.00
1	SALES TAX		0.00	0.00
1	SHIPPING CHARGES		891.76	891.76

TOTAL INVESTMENT AMOUNT	\$120,341.96
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Enhanced System Protection (ESP) Plan

We are pleased to offer for your consideration our **ESP Program** to cover the equipment proposed above. The ESP is a 60-month maintenance plan designed to maintain the optimum performance of the equipment, with service availability 24 hours a day, 7 days a week. (A flat fee will apply for after-hours service requests.) Other benefits of the ESP include priority service, parts, labor and one preventive maintenance visit per year with no-cost loaner equipment in the event that shop service is required.

MONTHLY ESP INVESTMENT for 60 MONTHS \$ 735.00

This monthly amount will be billed annually in advance unless other arrangements are made beforehand.

INITIAL FOR ACCEPTANCE OF ESP PLAN



ACCEPTANCE

When signed by the Customer, this proposal, including all attachments and Additional Terms and Conditions, will constitute a contract and a purchase order.

ACCEPTED BY _____ DATE _____

PRINTED NAME _____ TITLE _____ PO # _____

PROPOSAL NOTES

1. Customer will provide all AC power required.
2. Customer will provide all network connections required.
3. All work will be performed during normal business hours: Monday – Friday, 8:00 am – 5:00 pm.
4. The new equipment listed is covered by a one-year warranty, parts and labor included, with on-site service.
5. This proposal does not include any permits, documentation costs, licensing fees or other fees that may be required by the local governing authorities.
6. Pricing does not include any applicable sales tax or freight charges.
7. This proposal is valid for a period of 60 days.
- ~~8. A 30% down payment is required upon acceptance of this proposal.~~
9. Financing options are available.
10. Any additions or alterations to the work herein described will be done at additional cost, pending prior customer approval.

At Will Electronics, we take great pride in the quality of products and service we provide. We look forward to being of service to you and CITY OF LADUE in the future. If you have any questions, feel free to contact me. If this proposal is acceptable, please sign as indicated above and return.

Sincerely,

Scott Middleton

WILL ELECTRONICS

ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions which follow are in addition to the terms and conditions of the proposal, purchase order, contract or agreement (the "Agreement") by and between WILL ELECTRONICS, INC. ("WEI") and any other party thereto (individually or collectively referred to as "Customer") to which these additional terms and conditions are attached to or part of. In the event of any conflict between these additional terms and conditions and those of the proposal, purchase order, contract or agreement to which they are attached, these additional terms and conditions shall control.

1. DESIGN DEVELOPMENT, PROGRAMMING, DRAWINGS AND OWNERSHIP

A. Design Development. Customer and WEI have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. WEI shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

B. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them and, as such, WEI is not responsible for programming or product malfunctions caused in whole or in part by others including Customer.

2. LIMITED WARRANTY; EXCLUSIONS AND DISCLAIMERS

A. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, WEI warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of WEI. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement of the Equipment shall constitute Customer's sole remedy against WEI.

B. WEI MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN NO EVENT SHALL WEI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY OR DEATH TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

D. Customer acknowledges that no warranty, representation, or statement by any representative of WEI not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

3. LIMITATION OF LIABILITY

A. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither WEI nor any person engaged by WEI to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, bailors, customers, invitees, trespassers or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of WEI providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to WEI for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) WEI MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

B. Notwithstanding the foregoing provisions of this Section or for whatever reason, WEI should be found liable for personal injury/wrongful death or property loss or damage caused by a failure to perform by WEI or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of WEI under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of WEI.

C. No suit or action shall be brought against WEI more than one (1) year after the substantial completion of the Work.

4. INDEMNIFICATION

A. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless WEI from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by WEI, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by WEI, its employees, agents or assigns. Customer agrees to indemnify WEI against, and to defend and hold WEI harmless from any action for subrogation which may be brought against WEI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

5. REMEDIES

A. Ownership of Property Until Payment. Where material, equipment or other property are being sold, leased, or licensed to Customer as part of the Work, title and ownership of all of the material, equipment and other property shall remain in WEI or until full payment of the Price has been made or throughout the term of the lease or the license, as applicable.

B. Security Interest. If a provision of law prohibits the retention of title and ownership of the property by WEI where the property is being sold to Customer, Customer grants to WEI a lien and security interest in and to any and all materials, equipment and other property supplied by WEI under the Agreement (whenever title or ownership have passed to Customer) to secure each and every payment and obligation due WEI from Customer under the Agreement.

C. Liquidated Damages. In the case of a breach of the Agreement by Customer and termination by WEI, or upon premature cancellation or termination by Customer:

a. If the Agreement is terminated prior to completion of the Work, Customer shall be obligated to pay for all portions of the Work actually performed and property delivered or ordered by WEI up to the date of termination plus any other sum or amount provided in the Agreement.

The parties agree it would be very difficult, if not impossible, to ascertain actual damages for the breach or premature cancellation or termination by Customer, and they further agree that in the event of a breach by Customer and termination by WEI or premature cancellation or termination by Customer, Customer shall immediately pay to WEI (and WEI shall accept) all charges then due WEI and in addition, as and for liquidated damages and not as a penalty, a sum equal to sixty percent (60%) of any future charges which would have been paid to WEI by Customer under the terms of the Agreement if there had been no cancellation or termination of the Agreement by Customer or WEI, and WEI would have completed the Work.

Exhibit C

City of Ladue Insurance Requirements

EXHIBIT C

CITY OF LADUE

INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS

Selected Firms must maintain the following basic insurance under any agreement resulting from this Request for Proposal. A valid Certificate of Insurance utilizing the current ACCORD 25 form must be provided to the City before any goods or services can be provided. The City reserves the right to reject any insurance proposed by the Selected Firm. Preference will be given to insurance written on an “occurrence” basis; however, if any Selected Firm or subcontractor can obtain liability insurance only on a “claims made” basis, that entity must provide the City with evidence that the current claims made policy is renewed on expiration with the same carrier or provide the City with evidence of purchase of an extended discovery period (tail) of at least one year or a new policy with a different carrier with a retroactive date concurrent with the retroactive date of the present policy. Depending on the nature of the work to be performed or services provided, the City may require an extended discovery period of up to five years.

Commercial General Liability

The Selected Firm and all subcontractors must maintain a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises/operations, products/completed operations, personal injury, and contractual liability, and an aggregate liability limit of \$2,000,000. This coverage must be primary and non-contributory. Liability policies must use standard industry ISO forms. Copies of any endorsements that restrict or exclude coverage must be provided with the Request for Proposal.

Automobile Liability Insurance

The Selected Firm and all subcontractors must maintain a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence, including coverage for all owned, hired, and non-owned vehicles.

Worker’s Compensation

The Selected Firm and all subcontractors must maintain worker’s compensation coverage in accordance with the Missouri Worker’s Compensation Act and Employers Liability with limits not less than \$1,000,000/\$1,000,000/\$1,000,000.

Commercial Umbrella/Excess Liability

The Selected Firm and all subcontractors must maintain coverage with a limit of at least \$1,000,000.

Professional Liability

All professional service providers (e.g. attorneys, architects, accountants, engineers, physicians, consultants, etc.) must maintain a minimum combined single limit of liability of \$1,000,000 per occurrence and an aggregate liability limit of \$2,000,000.

The above coverages must be underwritten by insurance companies that have at least an A- Financial Strength Rating and a class VII Financial Size Category with A.M. Best Company, Inc. The following must be added as an additional insured on all liability insurance: **City of Ladue, its officers, employees and agents.** A copy of this endorsement must be provided to the City.

All contracts awarded by the City will include an indemnification provision in favor of the City. All insurance policies issued hereunder shall include a “waiver of subrogation” clause in favor of the City, to the greatest extent allowed by law.

All policies must provide 30 days’ written notice of cancellation or non-renewal to the City Clerk. The Selected Firm must notify the City Clerk of any change, non-renewal or termination of any coverage. Certificates are to be provided to the City Clerk.

Any changes in the above-noted coverages will be noted in the Request for Proposal. The City of Ladue reserves the right to increase, reduce or waive these insurance requirements depending upon the nature of the work to be performed, the service rendered, or the product provided.

Exhibit D

On File with the City Clerk

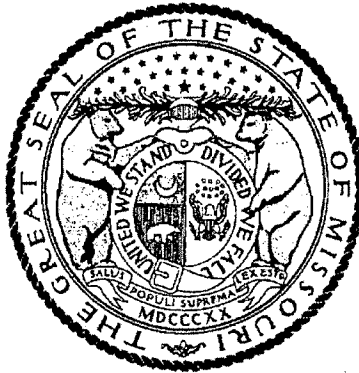
Exhibit E

**Missouri Department of Labor
Annual Wage Order for St. Louis County No. 28**

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$62.26
Boilermaker	\$58.09
Bricklayer	\$53.70
Carpenter	\$57.89
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.31
Plasterer	
Communications Technician	\$58.07
Electrician (Inside Wireman)	\$68.00
Electrician Outside Lineman	*\$38.20
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$87.84
Glazier	\$60.37
Ironworker	\$63.64
Laborer	\$49.76
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.88
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.72
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$47.17
Plumber	\$71.65
Pipe Fitter	
Roofer	\$53.48
Sheet Metal Worker	\$69.10
Sprinkler Fitter	\$73.39
Truck Driver	*\$38.20
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri
Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.71
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$66.94
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.52
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.87
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.97
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Exhibit F

AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now David Bode as General Manager first being duly sworn, on my oath,
(name) (office held)
affirm Will Electronics, Inc. ("Company") is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted services
related to Security Upgrades of the City of Ladue and any incidental
items associated with this work for the duration of the contract, if awarded, in accordance with Section
285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services for the
duration of the Contract, if awarded. Attached to this affidavit is documentation of the Company's
participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL
PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands
that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).*

David Bode
Signature (person with authority)

David Bode
Printed Name

General Manager
Title

June 30, 2021
Date

State of Missouri)
County of Saint Louis)

ss.

Subscribed and sworn to before me this 30 day of June, 2021.

My commission expires:

June 8, 2024

[Signature]
Notary Public

MICHAEL LOHFF
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS CITY
MY COMMISSION EXPIRES JUN. 08, 2024
ID #20258180